#### **AGREEMENT**

<u>Definitions.</u> When used in this Agreement, unless the context otherwise requires, "Board" means the Public Employment Relations Board, established under Section 20.5 of the 1977 Code of Iowa. "Regular full-time employees" means those individuals who have successfully completed a probationary period and who have been retained to fill a permanent vacancy, or newly created job classification.

### ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all full-time and regular part-time employees of the Ida County Secondary Road Department, including Machine Operator, Assistant Machine Operator, Bridge Crew, Bridge Laborers, Mechanics, Truck Drivers, Assistant Surveyor and Draftsman, Shop Accountant, and Working Foreman, which excludes the County Engineer, Assistant to the Engineer, County Surveyor and Draftsman, Secretary to the Engineer, Supervisory General Foreman, and all others employees excluded by Section 4 of the Act.

## ARTICLE 2 SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

## ARTICLE 3 NON-DISCRIMINATION IN EMPLOYMENT

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

# ARTICLE 4 GRIEVANCE PROCEDURE

Any dispute which may arise between the Employer and an employee regarding a violation, application or interpretation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure.

Step 1. An employee and/or the Union Steward shall discuss a complaint or problem orally with their immediate supervisor within three (3) workdays following its occurrence in an effort to resolve the problem in an informal manner.

Step 2. If the oral discussion fails to resolve the complaint or problem, the employee and/or the Union Steward shall be present a grievance in writing to the County Engineer's designated supervisor within five (5) workdays following the oral discussion. A copy of the grievance shall be forwarded to the County Engineer. The written grievance shall state the nature of the grievance, shall state clearly and concisely all facts which are the basis for the grievance, note the specific clause of clauses violated, shall state the remedy requested, and shall be dated and signed by the aggrieved employee. A meeting shall be held between the grievant and his/her representative and the County Engineer shall answer the grievance in writing within seven (7) working days.

Step 3. If the grievance is still unsettled, the grievant and/or the Union Steward may, within seven (7) workdays after the reply of the Employer, by written notice to the County Engineer, request arbitration.

These timelines may be extended upon mutual agreement.

The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to further appeal. All awards and settlements shall in no case be made retroactive beyond the date on which the grievance was first presented in Step 1 of the grievance procedure.

Within seven (7) workdays of the employee's written request for arbitration, the parties shall meet to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Public Employment Relations Board to furnish a list of names of seven (7) arbitrators. Either party may reject the entire list before the striking procedure begins. The requesting party shall have the right to strike the first name from the list. Each of the two (2) parties shall alternately strike one (1) name from the panel until only one (1) name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be final and binding on the parties. The arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

The fees and expenses of the arbitrator will be equally paid by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to the provisions of this Agreement.

If the employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other. An aggrieved employee may elect not to have a Union representative at the grievance meetings.

### ARTICLE 5 SENIORITY

Seniority means an employee's length of continuous full-time service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

A new employee shall serve a probationary period of one hundred eighty (180) days. Said probationary period may be extended upon mutual agreement, between the employee and the Employer. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from their date of employment. Probationary employees may be terminated, demoted, laid off for any reasons during their probationary period without recourse to the grievance procedure.

Part-time employees, those employees regularly scheduled to work less than thirty (30) hours per week, shall not accumulate seniority nor shall they be entitled to any holiday, vacation, insurance, benefits or payment of other fringe benefits.

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- 1. An employee quits.
- 2. An accepted employee resignation.

- 3. An employee absent from work for two (2) consecutive days without notification to the Employer, unless satisfactory evidence can be presented to the Employer that the employee was physically unable to give notice.
- 4. Employee is terminated for proper cause.
- 5. Falsification on employment application.
- 6. Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
- 7. Employee fails to report to work within fourteen (14) calendar days after having been recalled from layoff.
- 8. Failure to report for work at the end of leave of absence.
- An employee is absent from work for any reason for over one (1) year or for a period of time equal to his/her seniority, whichever is shorter.

As long as an individual is employed by the Employer, either in or out of the bargaining unit, his/her seniority continues to accumulate.

An employee on an unpaid leave of absence does not accumulate seniority.

The seniority list shall be revised to reflect the employee's status each year.

No permanent vacancy or newly created job classification in the bargaining unit will be filled by hire or promotion until such vacancy has been posted for a period of five (5) working days and present employees who meet the minimum qualifications have had the opportunity to apply for such positions and to have their applications considered. After a vacancy or newly created job classification has been posted for the five (5) working day period the Employer shall have a fifteen (15) working day period to interview bargaining unit employees who have bid on such a position, after said interviews the Employer shall have a thirty (30) working day period to full the vacancy. No outside applicant will be considered for the opening if a member of the bargaining unit applies for the position and is qualified to perform the job. The successful job bidder, as determined by the Employer, will be placed into the new job classification with a thirty (30) working day trial period. If the successful bidder fails to make reasonable progress, as determined by the Engineer, in the new position any time during the thirty (30) working day trial period, he/she will be removed and returned to his/her former job classification.

When the Employer determined the successful job bidder, qualifications, ability and physical fitness to perform the job will be the primary considerations, and where these considerations between bidders are equal, seniority shall govern, except in the case of the working Foreman.

# ARTICLE 6 HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of

daily and weekly hours of work shall be made by the Employer. Employees shall be given fourteen (14) calendar days written notice of any reduction in their hours of work, except in cases of emergency.

The normal hours of work shall be 7:30 AM to 4:00 PM and the normal workweek shall be Monday through Friday. The Employer will grant a one-half (1/2) hour unpaid lunch period, normally scheduled from 12:00 Noon to 12:30 PM; a fifteen (15) minute paid rest period in the morning, and a fifteen (15) minute paid rest period in the afternoon. The prescribing times and arrangements for lunch and rest periods may vary.

Overtime. Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate.

Hours for which an overtime premium shall be paid are hours which will result in more than forty (40) hours in pay status during the calendar week (Monday through Sunday).

Paid leave shall count as time worked for the purpose of computing overtime.

Compensatory Time. Unless the employee and the Engineer or his/her designee agree that overtime will be compensated with time off, overtime hours shall be compensated in cash. Compensatory time will be allowed to accrue up to a maximum of forty-five (45) hours. Compensatory time will be earned at the rate of one and one-half (1 1/2) hours for each overtime hour worked. (Example: thirty (30) hours of overtime equals forty-five (45) hours maximum compensatory time.)

## ARTICLE 7 UNPAID LEAVE OF ABSENCE

An employee whose personal illness as certified by a duly qualified physician extends beyond the expiration of his/her accumulated sick leave may be granted a leave of absence without pay by the Engineer or his/her designee for the duration of the illness, not to exceed one hundred twenty (120) continuous calendar days. Any additional extensions beyond that which has already been referred to must be mutually agreed upon between Engineer or his/her designee and employee. Request for such leave shall be made in writing to the County Engineer and a copy filed with the Union office.

An employee granted a leave of absence shall not be eligible for fringe benefits, holiday pay, or accrue retirement, vacation, sick leave or seniority during the period of such leave, except as otherwise provided by state law.

Premiums for insurance normally paid by the Employer will be paid by the employee during the approved leave of absence, if the employee elects to continue coverage.

If the employee does not return to work upon the expiration of his/her leave of absence, he/she shall be terminated.

Upon return from leave of absence, the employee shall return to his/her former job, if physically qualified, or to another position in accordance with qualifications, seniority and ability, as determined by the Employer.

<u>FMLA Leave</u>. The Board agrees to adopt and implement a policy which complies with the Family and Medical Leave Act and agrees to provide leave to employees in accordance with the terms of that policy.

## ARTICLE 8 MILITARY LEAVE

The Employer will comply with any applicable state or federal military leave laws.

# ARTICLE 9 JURY DUTY/LEGAL LEAVE

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, meals, lodging, etc., to the Employer. When released from duty during working hours, the employee will report to work within a reasonable amount of time and in no case shall it exceed two (2) hours.

### ARTICLE 10 SICK LEAVE

#### A. Accumulation

Probationary employees are not eligible to receive sick leave benefits during their probationary period. A regular full-time employee who have completed one hundred eighty (180) calendar days of continuous service will be credited with six (6) days of paid sick leave. Thereafter, sick leave will be earned at the rate of one (1) day per month and can accumulate up to a maximum of one hundred twenty (120) days.

#### B. Use of Sick Leave

Sick leave will only be paid when an employee is unable to work due to personal illness or injury. Sick leave may be used for routine medical and dental appointments.

A medical doctor's written verification of illness or injury can be required by the Employer at the employee's expense for substantiation of an illness or injury.

Sick leave will not be granted if an employee is injured while gainfully employed by a different employer.

#### C. Work Related Injuries

To the extent that it is available, sick leave may be used for an on-the-job-injury or disability. When worker compensation benefits are provided to an employee, the employee shall have the option of either accepting only the worker compensation benefits or of supplementing the worker compensation benefits by being paid the difference between the amount of worker compensation and the employee's regular salary. if an employee chooses to supplement worker compensation benefits, the employee's sick leave credits will be reduced. Only the amount paid by as salary by the County shall be deducted from sick leave credits. The amount of the deduction shall be calculated by dividing the amount of the County's salary payment by the employee's hourly rate of pay.

Employees will retain and receive full seniority rights while on Workers Compensation. While an employee is on pay status from the County, he/she shall still be eligible for benefits. If the employee chooses to be on Workers Compensation only, he/she will <u>not</u> receive any benefits, except for the payment by the Employer of insurance premiums for up to thirty (30) calendar days or for the period of FMLA leave, if applicable.

#### D. Compensation for Unused Sick Leave

Employees shall be compensated for unused sick leave on the following basis:

Number of Sick Leave			
Days Used	Amount of Compensation		
0	\$200		
1	140		
2	80		

The bonus earned will be paid on August 15 following the contract year during which it was earned.

Any fraction of a day of leave shall count as a full day. Use of sick leave for family illness shall count as the use of sick leave for purposes of this provision.

The following conditions apply to employees who are scheduled to start work after the first day of the contract year: (1) any regular full-time employee who is scheduled to start work prior to October 1 shall be eligible to receive the full benefit available, (2) any regular full-time employee who is scheduled to start work on or after October 1 but prior to January 1 shall be eligible to receive three-fourths (3/4) of the benefit available, and

(3) any regular full-time employee who is scheduled to start work on or after the January 1 shall not be eligible to receive any benefits under this provision.

#### E. Family Illness

Each contract year, each regular full-time employee who has completed his/her probationary period will be eligible for up to five (5) days of his/her accumulated sick leave to be used for serious illness or injury in the immediate family. Immediate family shall be defined as spouse, child, or a member of the immediate household. This leave is <u>not</u> to be used for routine medical appointments (e.g. dental or orthodontic appointments, follow-up appointments). Additional sick leave days or exceptions to the above may be granted at the discretion of the Board of Supervisors.

# ARTICLE 11 FUNERAL LEAVE

Each regular full-time employee shall, after one hundred thirty-five (135) calendar days of continuous employment, be eligible for a paid leave of absence of up to three (3) days for a death in the immediate family. Immediate family shall be defined as employee's parents, spouse, child, mother-in-law, father-in-law, grandchild, brother or sister, brother-in-law or sister-in-law. In the event of the death of the employee's grandparents, uncle or aunt, one (1) day of paid leave (the day of the funeral) will be granted. One (1) day shall be granted to serve as a pallbearer (excludes honorary pallbearer). Only days absent which would have been compensable workdays will be paid. No payment will be made during vacations, holidays, layoff or other leave of absence. Employees must attend the funeral in order to qualify for any paid leave. Extensions may be granted for travel, when necessary.

## ARTICLE 12 SAFETY COMMITTEE

A Safety Committee will be responsible for meeting regularly to evaluate department safety, make plans and recommendations, and counsel as necessary concerning the effect administration of the safety program. The Safety Committee will consist of two (2) people, with one (1) from the Employer and one (1) from the unit represented.

# ARTICLE 13 BULLETIN BOARDS

The Union shall be permitted to post official Union notices on bulletin boards in County shops. Said Union notice(s) must be signed by the Union representative of Local Union No. 2003.

## ARTICLE 14 RULES

The Employer may, from time to time, develop, put into effect, and enforce work rules through employee discipline. Said work rules will be sent to the Union ten (10) days prior to their effective date.

# ARTICLE 15 VISITATION

The Business Representative of the Union who has been previously identified by the Union to the County Engineer or his designated representative for each visit, after obtaining permission from the County Engineer, will be permitted to visit the jobs or shops to ascertain that the Agreement is being complied with. Said Union representative is not to interfere with the Employer's operation.

## ARTICLE 16 INJURY REPORTING

In case of injury due to work, or incurred while at work, all such injuries must be reported to the Engineer's office on the same day the injury is sustained.

## ARTICLE 17 STEWARD

The Employer recognizes the bargaining unit's right to have Union Stewards and up to two (2) may be elected by the employees from among the workers in the unit.

Time spent by stewards for grievance meetings and negotiations with the Engineer and/or the Board of Supervisors during working hours will be in pay status.

## ARTICLE 18 TRANSFERS

An employee permanently transferred to a different job classification will be paid the applicable hourly rate of their new job classification.

For a temporary transfer in which the employee assumes and performs the full duties and responsibilities of said new job classification, the employee shall receive the hourly rate of said new classification. A temporary transfer shall be defined as being for five (5) consecutive days or performing the work at least five (5) days in a pay period. The hourly rate of pay for the higher classification will be paid only for the hours the employee actually performed the work in the higher classification.

In no event, on a temporary basis, will the employee's rate be less than his/her normal classification rate.

# ARTICLE 19 STAFF REDUCTION PROCEDURES

#### A. Classification

For purposes of these procedures, employees shall be classified on the basis of their job classification.

#### B. Procedures

Prior to laying off any employees, the Engineer will provide fourteen (14) calendar days written notice to the affected employees and the Union. During this fourteen (14) day notice period, the Union and the County shall, at the request of either party, meet and confer regarding alternatives other than layoff(s).

When the work force is to be reduced, the Engineer will determine which employee(s) is(are) to be removed from job classification(s).

If there is a vacancy in the employee's job classification, then the employee removed shall fill the vacant position. If there is no vacancy in the employee's job classification, then the employee removed can replace the employee with the least seniority in that classification.

In order to be able to fill a vacancy in another job classification, an employee must meet the qualifications for that position as set out in the job description. And in order to be able to replace an employee in another job classification, an employee must have greater seniority than the employee who is being replaced.

If there is a vacancy in another and lower-paying job classification for which the removed employee is qualified, then the employee removed may fill the vacant position. If the employee removed is qualified to perform the work in another and lower-paying job classification but there is no vacancy in such a classification,

then the employee removed can replace the employee with the least seniority in that classification.

If there are no vacancies in a job classification which an employee is qualified to fill and if there are no employees with less seniority in a job classification in which the employee removed is qualified to work, then the employee removed shall be laid off. For purposes of this Article, an employee who have been replaced through these procedures shall be considered to be an employee removed.

#### C. Recall Procedures

Employees shall be eligible to be recalled for a period of two (2) years from the effective date of their layoff.

On recall from layoffs, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. It is the employee's responsibility to keep the Employer informed of their current address and phone number. Employees who fail to report for duty within fourteen (14) calendar days after the date on which notice of recall is mailed to them shall forfeit their recall rights.

### ARTICLE 20 HOLIDAYS

Regular full-time employees, except seasonal, probationary, temporary, and part-time employees, are eligible for the following paid holidays: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas Day and Christmas Day.

The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid time and one-half (1 1/2) the employee's straight time rate for all hours worked, plus the paid holiday at the eight (8) hours straight time hourly rate. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday. If the employee is absent on the last scheduled workday before or the first scheduled workday after the holiday as a result of an approved paid leave of absence or vacation day, the employee shall be considered as having met these requirements. The Employer may require such evidence as it deems necessary to establish bonafide absence so as to qualify for holiday pay.

An employee on layoff or leave of absence is not eligible for holiday pay.

A recognized paid holiday occurring on Saturday shall be observed on the Friday preceding and a holiday occurring on Sunday shall be observed on the following Monday.

### ARTICLE 21 VACATION

All vacation times shall be computed on an anniversary year basis.

All regular full-time employees shall be entitled to vacation as follows:

- 1. After one (1) full year of continuous service -- one (1) week of vacation.
- 2. After two (2) full years of continuous service -- two (2) weeks of vacation.
- 3. After eight (8) full years of continuous service -- three (3) weeks of vacation.
- 4. After twenty (20) full years of continuous service—four (4) weeks of vacation.

One (1) week of vacation time may be accumulated and carried forward to the next year.

An employee may not take pay in lieu of vacation time except upon separation from the County.

Two (2) weeks vacation will be the maximum time off allowed at one period. Two (2) weeks will be the maximum vacation time allowed during the summer construction season, with the third week to be taken during the winter months.

The scheduling of vacation leave is dependent upon the judgment and discretion of the County Engineer or his designee. The County Engineer may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department.

Vacation time will normally be taken in weekly increments, but in no case less than one (1) hour. Up to sixteen (16) hours of vacation may be used in increments of less than one (1) day. Vacation which is used in increments of less than one (1) day shall not be subject to the three-day advance notice requirement but shall be subject to the following requirements: (a) notice must be provided to the Engineer, or his designee, as far in advance as is practical, and (b) the approval of the Engineer, or his designee, is required.

Upon resignation, layoff or termination from county service, an employee shall be paid for all unused vacation left at time of termination; however, employees who quit without a minimum of two (2) weeks advance notice to the Employer shall forfeit vacation pay.

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

During the first anniversary year of employment, an employee is not eligible to earn pro rata vacation time and pay. During subsequent anniversary employment years, a regular full-time employee can earn pro rata vacation time and pay based upon hours worked.

## ARTICLE 22 INSURANCE

The Employer agrees to pay the premium for each eligible regular full-time employee towards a Health and Major Medical group program comparable to the coverage currently in effect as of July 1, 2006, for the employee and dependents, or \$500 per year in lieu of coverage. All employees hired after 7-1-98 may cover his/her eligible dependents by paying the full cost of the dependent premium (family medical, dental and self-funding premium minus single medical, dental and self-fund premium = dependent premium).

The County shall pay the full premium for a \$10,000 Term Life insurance policy.

The insurance programs referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

# ARTICLE 23 DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted

The Employer will remit along with the dues deduction, a list of names of all the employees in the bargaining unit indicating with a check those for whom dues were deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

## ARTICLE 24 PAY PERIOD

Employees are paid by the end of the working day every other Friday.

## ARTICLE 25 MILEAGE REIMBURSEMENT

In the event there is no County vehicle available and the employee is required to use their personal vehicle in the performance of their duties, they shall be reimbursed mileage at the rate established by the Board of Supervisors.

# ARTICLE 26 EVALUATION PROCEDURES

#### A. Required Evaluations

Employees will be evaluated by the Engineer and his/her designee at such frequency as the Engineer may determine. Evaluations concerning an employee's probationary period of employment shall not be subject to the grievance procedure. After the probationary period of employment, evaluations which result in a rating of "unsatisfactory" overall shall be subject to the grievance procedure. The evaluation will be sustained unless the employee establishes that it is arbitrary, capricious or without basis in fact.

#### B. Evaluation Conference

A conference regarding the evaluation shall be held between the employee and the Engineer and his/her designee following the completion of the written evaluation. A copy signed by both parties shall be given to the employee.

#### C. Employee Response

All evaluation reports will be placed in the employee's official personnel file, and the employee will be furnished with a copy of all reports. The employee has the right to respond in writing to his performance evaluation, and such response shall become part of the evaluation report.

## ARTICLE 27 JOB CLASSIFICATION AND STRAIGHT TIME HOURLY WAGE RATES

Reference is made here to Exhibit "A", Job Classifications and Straight Time Hourly Wage Rates. By this reference, said Exhibit becomes part of this Agreement.

# ARTICLE 28 DURATION

THIS AGREEMENT shall be effective from July 1, 2006 and shall continue to remain in full force and effective until its expiration on June 30, 2009.

During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement.

Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days before October 15, 2008. This agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

Signed this 27 day of June	, 2006.
EMPLOYER SECONDARY ROAD DEPARTMENT IDA COUNTY  By County Engineer	UNION PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL UNION 2003 INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES, AFL-CIO
By Chairman, County Board of Supervisors	By <u>Carpe</u> <u>Ose</u> Employee Representative
	By Martin Wanting Employee Representative

**Business Representative** 

EXHIBIT "A"

JOB CLASSIFICATION AND STRAIGHT TIME HOURLY WAGE RATES

Job Classification	<u>7-1-06</u>	<u>7-1-07</u>	<u>7-1-08</u>
Mechanic	\$16.92	\$17.67	\$18.32
Operator	\$15.42	\$16.17	\$16.82
Assistant Operator	\$15.07	\$15.82	\$16.47
Assistant Surveyor and Draftsman	\$15.42	\$16.17	\$16.82
Shop Bookkeeper	\$15.07	\$15.82	\$16.47
Laborer	\$13.89	\$14.64	\$15.29

<u>Longevity</u> - seven cents (\$.07) per hour for each five years continuous service through twenty (20) years will be in addition to base pay as always.

#### LETTER OF UNDERSTANDING

#### Sick Leave

The parties agree that the Employer has the right to require reasonable evidence that the employee was actually sick, up to and including a doctor's statement. However, the parties agree that the Employer will not use this power to harass any members of the bargaining unit.

### Part-Time Employees

The Employer agrees that it will not hire part-time employees for the purpose of eroding the bargaining unit, but will continue its present policy regarding the use of part-time employees.

FOR THE EMPLOYER

Joseph Louin

FOR THE UNION